



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: POPE et al.

Serial No.: 09/890,529 Group Art Unit: 1745

Filed: APRIL 5, 2002 Examiner: C. CHANEY

Title: SINGLE COMPONENT SULFUR-BASED CATHODES FOR
LITHIUM BATTERIES

REVOCATION OF POWER OF ATTORNEY,
APPOINTMENT OF NEW POWER OF ATTORNEY AND STATEMENT
UNDER 37 CFR 3.73(b)

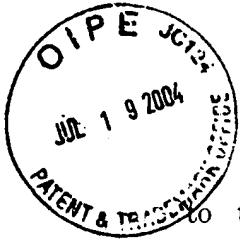
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned named owner of the entire right, title and interest in the above mentioned application hereby revokes any and all previous powers of attorney and hereby appoints as principal attorney/practitioner William G. Ackerman, Reg. No. 45,320 to transact business in the United States Patent and Trademark Office in connection with this patent application. A statement under 37 CFR 3.73(b) is incorporated herewith.

Please address all future correspondence related to the above-identified patent application to:

William G. Ackerman
2309 South Joyce Street
Arlington, VA 22202
(703)519-7676



STATEMENT UNDER 37 CFR 3.73(b)

The Blue Sky Group, Inc. is the owner of the entire right, title and interest
to the application entitled "**SINGLE COMPONENT SULFUR-BASED**
CATHODES FOR LITHIUM BATTERIES" for which an application was filed
on January 31, 2000 and assigned serial No. PCT/US00/02445, by virtue of the
attached assignments showing a chain of title from the applicants/inventors to
The Blue Sky Group, Inc.

1. From: John Pope, Daniel Buttry, Shannon White and Robert Corcoran
a partial interest

To: The University of Wyoming

2. From: John Pope, Daniel Buttry, Shannon White and Robert Corcoran
a partial interest

To: The Blue Sky Group, Inc.

3. From: The University of Wyoming
all right, title and interest

To: The Blue Sky Group, Inc.

Copies of assignments or other documents in the chain of title are
attached hereto.

I am authorized to act on behalf of the assignee of the entire interest:

John M. Pope
President & CEO
THE BLUE SKY GROUP, Inc..

Date: 7/16/04 Signed: John Pope



TECHNOLOGY TRANSFER AGREEMENT

Between

The Blue Sky Group Inc.

And

The University of Wyoming

TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (the "Agreement") is made and is effective as of the 6th day of July, 2000, (the "Effective Date") by and between The University of Wyoming, having its statewide office of its Research Products Center (RPC) at Education Annex Rm. 152 P.O. Box 3672 Laramie, WY 82071-3672, (hereinafter referred to as "UW"), and The Blue Sky Group, Inc., a Wyoming corporation having a principal place of business at 365 North Ninth St, Laramie, WY 82072 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, John Pope and Daniel Buttry have invented certain new and useful inventions disclosed under PCT Application Number PCT/US99/30812, entitled Method of Using an Array of Electrodes For High Throughput Development and Testing of Materials, and John Pope, Daniel Buttry, Shannon White and Robert Corcoran have invented certain new and useful inventions disclosed under PCT Application Number PCT/US00/02445 entitled Single Component Sulfur-Based Cathodes for Lithium and Lithium Ion Batteries, hereinafter collectively referred to as the "Inventions," were made in the course of research at Assignee and UW; and

WHEREAS, By an assignment dated July 14, 2000, a copy of which is attached hereto, John Pope and Daniel Buttry have assigned and conveyed to UW a partial joint right, title and interest in and to the invention described and set forth in PCT Application Number PCT/US99/30812, corresponding to the research and work performed at the University of Wyoming; and

WHEREAS, By an assignment dated 7/14/2000, a copy of which is attached hereto, John Pope, Daniel Buttry, Shannon White and Robert Corcoran have assigned and conveyed to UW a partial joint right, title and interest in and to the invention described and set forth in PCT Application Number PCT/US00/02445, corresponding to the research and work performed at the University of Wyoming; and

WHEREAS, By an assignment dated 7/14/2000, a copy of which is attached hereto, John Pope and Daniel Buttry have assigned and conveyed to Assignee a partial joint right, title and interest in and to the invention described and set forth in PCT Application Number PCT/US99/30812, corresponding to the research and work performed at Assignee; and

WHEREAS, By an assignment dated 7/14/2000, a copy of which is attached hereto, John Pope, Daniel Buttry, Shannon White and Robert Corcoran have assigned and conveyed to Assignee a partial joint right, title and interest in and to the invention

described and set forth in PCT Application Number PCT/US00/02445, corresponding to the research and work performed at Assignee; and

WHEREAS, the partial joint right, title and interest in and to the inventions described and set forth in PCT Application Numbers PCT/US99/30812 and PCT/US00/02445 held by UW, and the partial joint right, title and interest in and to the inventions described and set forth in PCT Application Numbers PCT/US99/30812 and PCT/US00/02445 held by Assignee, together represent the entire right, title and interest to said inventions; and

WHEREAS, The development of the Inventions was sponsored in part through funding agreements between UW and the Department of Defense - Office of Naval Research and between the Assignee and the National Institutes of Health - National Heart, Lung, and Blood Institute, and Department of Defense - Ballistic Missile Defense Organization, and in consequence this Agreement is subject to overriding obligations to the federal government as set forth in the corresponding Funding Agreements.

WHEREAS, Assignee and UW wish to further cooperate in developing Subsequent Intellectual Property; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Patent Rights, Technology and Subsequent Intellectual Property and UW is willing to grant such rights on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any corporation or business entity that directly or indirectly controls, is controlled by, or is under common control with Assignee to the extent of at least 50 percent of the outstanding stock or other voting rights entitled to elect directors.

1.3 "Data" means all information owned or controlled by UW and acquired by Assignee, its Affiliates or its licensees directly or indirectly from or through UW, its units, its employees, the Inventors, or its consultants relating to the Inventions, or this Agreement, including but not limited to, all patent prosecution documents and all information received from Inventors as well as all Technology.

1.4 "Patent Rights" means the Inventions fully set forth and described in PCT Application Number(s) PCT/US99/30812 and PCT/US00/02445, said applications and U.S. Patent(s) issuing thereon, and any and all patents which may be granted for said inventions in foreign countries and under any International Conventions including any reissues, extensions (including governmental equivalents thereto), substitutions, continuations and divisions thereof.

1.5 "Technology" means all non-patentable, and tangible information, know-how and physical objects to the extent reasonably necessary or useful to practice the Inventions (other than Patent Rights), created by collaboration between Assignee and UW prior to the Effective Date of this Agreement which is owned or controlled by UW, and which UW has the right to disclose and assign to third parties.

1.6 "Subsequent Intellectual Property" means future inventions and Technology jointly developed by UW and Assignee under contract between the parties.

2. ASSIGNMENT

2.1 Subject to the limitations set forth in this Agreement, UW hereby sells, assigns and transfers, and agrees to sell, assign and transfer to Assignee, its successor and assigns, the entire right, title, and interest to the Patent Rights, Technology, and Subsequent Intellectual Property for the use and benefit of said Assignee, its successor and assigns during the term of this Agreement.

2.2 If the Inventions were funded by the U.S. Government, the assignment granted hereunder shall be subject to the overriding obligations to the U.S. Government as set forth in 35 U.S.C. 200-212, applicable governmental implementing regulations, to the corresponding Funding Agreements and to the royalty free non-exclusive licenses thereunder to which the U.S. Government is entitled as well as to any other applicable governmental restrictions, if any.

2.3 UW expressly reserves the right to have the Inventions, Patent Rights, Technology and Subsequent Intellectual Property rights assigned hereunder used for educational, research and other non-commercial purposes and to publish the results thereof. Assignee will be notified in writing when UW plans to publish such results. UW will submit its manuscript for any proposed publication of research related to Patent Rights, Technology and Subsequent Intellectual Property to Assignee at least 3 months before publication, and Assignee shall have the right to review and comment upon the publication in order to protect Assignee's confidential information.

2.4 To the extent UW has provided Technology to Assignee, it is understood that at the time of disclosure to the Assignee some of the UW Technology may have been made available to the public without restrictions.

3. CONSIDERATION

3.1 Upon the Effective Date, Assignee will issue to The University of Wyoming Foundation, at no cost to UW, ~~38,464~~ shares of its voting Common Stock. Assignee represents and warrants that when the Stock is delivered to UW (i) it shall constitute no less than five percent (5%) of the total authorized shares of all classes of stock of

—38,897—
Group 4

Assignee, fully diluted (See Appendix I entitled "Blue Sky Group Capital Structure"), (ii) that it shall be free from any claims, security interests or liens and (iii) that Assignee shall have full right and authority to deliver the stock to the UW Foundation. The UW Foundation shall have no less rights in and with respect to such Stock than the founders of Assignee have or obtain with respect to their stock, including without limitation, any anti-dilution, events of disposition, registration, notice, or indemnification rights (see Appendix II entitled "Blue Sky Group Bylaws or Blue Sky Group Shareholder Rights").

4. DILIGENCE

4.1 Assignee, upon execution of this Agreement, shall use its best efforts to license, develop, test, obtain any required governmental approvals, manufacture, market and sell products based on the Patent Rights, Technology, or Subsequent Intellectual Property, and shall earnestly and diligently endeavor to market the same within a reasonable time after execution of this Agreement and in quantities sufficient to meet the market demands therefor.

4.2 Assignee shall be entitled to exercise prudent and reasonable business judgment in meeting its diligence obligations in this Article 4.

5. PROGRESS REPORTS

5.1 Within six (6) months after the Effective Date, and semiannually thereafter, Assignee shall submit to UW a progress report covering Assignee's activities related to the development of the Patent Rights, Technology, or Subsequent Intellectual Property.

5.2 The progress reports submitted under section 4.1 shall include sufficient information to enable UW to determine Assignee's progress in fulfilling its obligations under Article 6, including, but not limited to, the following topics:

- a. Annual and quarterly financial statements of Blue Sky Group and other information delivered to shareholders generally,
- b. Reports relating to the development, production, sale, licensing, and marketing of the Patent Rights, Subsequent Intellectual Property, and Technology as is delivered by Blue Sky Group to its Board of Directors, or any individual Director
- c. A capitalization table showing the relative stock interests of the University and all other shareholders of Blue Sky Group. If the capital structure of Blue Sky Group changes at any time, a revised capitalization table will be provided to the University in the aforementioned semiannual report.

6. BOOKS AND RECORDS

6.1 Assignee shall keep and cause its Affiliates and licensees to keep books and records in accordance with generally acceptable accounting principles accurately showing all transactions and information relating to this Agreement. Such books and records shall be preserved for at least five (5) years from the date of the entry to which they pertain and shall be open to inspection by representatives or agents of UW at reasonable times upon reasonable notice.

6.2 The fees and expenses of UW' representatives performing such an examination shall be borne by UW. However, if as a result of the examination it is determined that Assignee is in material breach of its obligations under this Agreement, then the fees and expenses of these representatives shall be borne by Assignee, and Assignee shall promptly reimburse UW for reasonably documented audit expenses.

7. TERM OF THE AGREEMENT

7.1 Unless otherwise terminated by operation of law or by acts of the parties in accordance with the provisions of this Agreement, this Agreement shall be in force from the Effective Date and shall remain in effect for the full term for which Patent or Patents may be granted on the applications or any subsequent applications, and any subsequent patents issued therefrom and for the terms of any extensions thereof, as fully as the same would have been held by the Inventors if this assignment had not been made.

7.2 Any expiration or termination of this Agreement shall not affect the rights and obligations set forth in the following Articles:

Books and Records
Use of Names, Trademarks and Confidential Data
Indemnification
Failure to Perform
Confidentiality

8. TERMINATION FOR CAUSE BY EITHER PARTY

8.1 If one party should breach or fail to perform any provision of this Agreement, then the other party may give written notice of such default (Notice of Default) to the breaching party. If the breaching party should fail to cure such default within sixty (60) days of notice thereof, the non-breaching party shall have the right to terminate this Agreement and the assignments herein by a second written notice (Notice of Termination) to the breaching party. If a Notice of Termination is sent to breaching party, this Agreement shall automatically terminate on the effective date of such notice. Termination shall not relieve breaching party of its obligation under this Agreement

through the effective date of termination and shall not impair any accrued rights of the non-breaching party.

9. USE OF NAMES, TRADEMARKS, AND CONFIDENTIAL INFORMATION

Nothing contained in this Agreement shall be construed as granting any right to one party, its Affiliates or licensees to use in advertising, publicity, or other promotional activities or otherwise any name, trade name, trademark, or other designation of the other party or any of its units (including contraction, abbreviation or simulation of any of the foregoing).

10. REPRESENTATIONS and WARRANTIES

10.1 Except for the rights, if any, of the Government of the United States, as set forth below, UW represents and warrants its belief that (i) it is the owner of the joint right, title, and interest in and to the Patent Rights, Technology and Subsequent Intellectual Property, (ii) it has the sole right to grant assignments thereunder, and (iii) it has not knowingly granted any assignment and/or license thereunder to any other entity that would restrict rights granted to Assignee except as stated herein.

10.2 Assignee understands that the Patent Rights, Technology and Subsequent Intellectual Property may have been and may be developed under a funding agreement with the Government of the United States of America and, if so, that the Government may have certain rights relative thereto. This Agreement is explicitly made subject to the Government's rights under any agreement and any applicable law or regulation. If there is a conflict between an agreement, applicable law or regulation and this Agreement, the terms of the Government agreement, applicable law or regulation shall prevail.

10.3 Assignee understands and acknowledges that UW, by this Agreement, makes no representation as to the operability or fitness for any use, safety, efficacy, ability to obtain regulatory approval, patentability, and/or breadth of the Patent Rights, Technology and Subsequent Intellectual Property. UW, by this Agreement, also makes no representation as to whether there are any patents now held, or which will be held, by others or by UW in the field of the Inventions, nor does UW make any representation that the inventions contained in Patent Rights do not infringe any other patents now held or that will be held by others or by UW.

10.4 Assignee warrants that it qualifies as an organization that has as one of its primary functions the management of inventions as defined in USC 35 II 18 (Sec. 202. Disposition of rights (C)(7)), and that Assignee has opinion of legal counsel that it does so qualify and if Assignee does not qualify as such an organization that the Assignee

and UW may apply for appropriate approval of assignment from the Federal Agencies as set forth in 35 USC S202.

10.5 UW warrants that if assignee cannot receive assignment of the Patent Rights, Technology and Subsequent Intellectual Property under USC 35 II 18 (Sec. 202. Disposition of rights (C)(7)) that UW will request permission from the appropriate federal agency for a waiver of that Disposition of Rights as described in USC 35 II 18 (Sec. 202. Disposition of rights (C)(7)).

10.6 This assignment and the associated Inventions are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UW MAKES NO REPRESENTATION OR WARRANTY THAT PRODUCTS OR METHODS BASED ON PATENT RIGHTS, TECHNOLOGY, OR SUBSEQUENT INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

10.7 IN NO EVENT WILL UW BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, RESULTING FROM EXERCISE OF THIS ASSIGNMENT OR MANUFACTURE, SALE, OR USE OF THE INVENTIONS OR TECHNOLOGY OR SUBSEQUENT INTELLECTUAL PROPERTY ASSIGNED HEREUNDER.

10.8 Nothing in this Agreement shall be construed as:

- (10.8a) a warranty or representation by UW as to the validity of any Patent Rights; or
- (10.8b) a warranty or representation that anything made, used, sold or otherwise disposed of under any assignment granted in this Agreement is or will be free from infringement of patents or other intellectual property rights of third parties; or
- (10.8c) an obligation of UW to bring or prosecute actions or suits against third parties; or
- (10.8d) conferring by implication, estoppel or otherwise any license, assignment, or rights under any patents or other intellectual property of UW other than Patent Rights, Technology, and Subsequent Intellectual Property, regardless of whether such patents are dominant or subordinate to Patent Rights; or
- (10.8e) an obligation to furnish any know-how not provided in UW Technology described herein.

11. PATENT PROSECUTION AND MAINTENANCE

11.1 Assignee shall diligently prosecute and maintain the PCT Applications and subsequent patent applications and patents issued thereon comprising Patent Rights using counsel of its choice. Counsel shall take instructions only from Assignee. UW agrees to cooperate with Assignee on the execution of all documents necessary or desirable by Assignee for prosecuting the Patent Rights and Subsequent Intellectual Property. Assignee shall provide UW with copies of all relevant documentation so that UW may be informed and apprised of the continuing prosecution. UW agrees to keep this documentation confidential to the extent allowable by law.

11.2 UW covenants and agrees to cooperate with Assignee whereby Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include:

- (1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed.
- (2) Prompt execution of and assistance in all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Assignee for prosecuting the applications specifically identified herein, for filling and prosecuting national stage, substitute, divisional, continuing, or additional applications in the United States, foreign countries and International Conventions covering the Inventions, for filing and prosecuting applications for reissuance of letters patent included herein, or for interference proceedings involving the Inventions.
- (3) Prompt assistance and cooperation in the prosecution of legal proceedings involving the Inventions, the applications and patents granted thereon, including oppositions, cancellation proceedings, priority contests, interferences, public use proceedings and court actions; provided, however, that the expense that may be incurred by UW in lending such assistance and cooperation will be paid by Assignee.

11.3 Assignee shall give due consideration to amending any patent application to include claims reasonably requested by UW.

11.4 All past, present, and future costs of preparing, filing, prosecuting, defending, and maintaining all PCT Applications and/or patents that issue thereon, shall be borne by Assignee.

11.5 Assignee's obligation to underwrite and to pay patent prosecution costs shall continue for so long as this Agreement remains in effect, provided, however, that Assignee may terminate its obligations with respect to any given patent application or patent of the Patent Rights or Subsequent Intellectual Property upon three (3) months',

prior written notice to UW. Commencing on the effective date of such notice, Assignee will assign such patent application or patent to UW, and UW may continue prosecution and/or maintenance of such application(s) or patent(s) at its sole discretion and expense, and Assignee shall have no further rights thereunder.

11.6 UW hereby acknowledges and agrees that this agreement shall be recorded in the United States Patent and Trademark Office.

12. INDEMNIFICATION AND INSURANCE

12.1 Assignee shall indemnify, hold harmless and defend UW, trustees, officers, employees, students, agents and the Inventors against any and all claims, suits, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) resulting from or arising out of the exercise of the rights granted under this Agreement. This indemnification shall include, but is not limited to, any and all claims alleging products liability.

13. NOTICES

13.1 Any notice required to be given to either party shall be deemed to have been properly given and to be effective (a) on the date of delivery if delivered in person,(b) five (5) days after mailing if mailed by first-class certified mail, postage paid and deposited in the United States mail, to the respective addresses given below, or to such other address as it shall designate by written notice given to the other party or (c) on the date of delivery if delivered by express delivery service such as Federal Express.

In the case of Assignee: The Blue Sky Group, Inc.
 365 N. 9th Street
 Laramie, WY 82072
 Attention: President

In the case of UW: Wyoming Research Products Center
 University of Wyoming
 Education Annex Rm. 152
 P.O. Box 3672
 Laramie, WY 82071-3672
 Attention: Director

14. ASSIGNABILITY AND BANKRUPTCY

14.1 This Agreement is binding upon and shall inure to the benefit of UW, its successors and assigns, but shall be personal to Assignee and assignable by Assignee only with the written consent of UW, which consent shall not be unreasonably withheld.

14.2 UW shall have the right to terminate this Agreement forthwith by giving written notice of termination to Assignee at any time upon or after the filing by Assignee of a petition in bankruptcy or insolvency, or upon or after any adjudication that Assignee is bankrupt or insolvent, or upon or after the filing by Assignee of any petition or answer seeking judicial reorganization, readjustment or arrangement of the business of Assignee under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of Assignee, or upon or after the making of any assignment or attempted assignment for the benefit of creditors, or upon or after the institution of any proceeding or passage of any resolution for the liquidation or winding up of Assignee's business or for termination of its corporate life.

15. WAIVER

15.1 It is agreed that failure to enforce any provisions of this Agreement by a party shall not be deemed a waiver of any breach or default hereunder by the other party. It is further agreed that no express waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

16. FAILURE TO PERFORM

16.1 In the event of a failure of performance due under the terms of this Agreement and if it becomes necessary for either party to undertake legal action against the other on account thereof, then the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

17. GOVERNING LAWS

17.1 The laws of the State of Wyoming shall govern all legal matters relating to this agreement, but the scope and validity of any patent or patent application shall be governed by the applicable laws of the country of such patent or patent application.. The University of Wyoming does not waive its sovereign immunity or its governmental immunity by entering into this Agreement. Any actions or claims against UW under this Agreement must be in accordance with and are controlled by the Wyoming governmental Claims Act, W.S. 1-39101 et. seq. - (1977) as amended.

18. AUTHORIZATION AND REQUEST

18.1 UW authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on the Inventions or resulting from the applications, or any divisions, continuations or divisions thereof, to Assignee as Assignee of the interest assigned by this agreement.

19. EXPORT CONTROL LAWS

19.1 Assignee shall observe all applicable United States and foreign laws with respect to the transfer of Products and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

20. CONFIDENTIALITY

20.1 Assignee: (i) shall not use any Data or unpublished Patent Rights, except for the sole purpose of performing this Agreement, (ii) shall safeguard the same against disclosure to others with the same degree of care as it exercises with its own data of a similar nature, and (iii) shall not disclose or permit the disclosure of Data or unpublished Patent Rights to others (except to its employees, agents or consultants who are bound to Assignee or UW by a like obligation of confidentiality) without the express written permission of UW, except that Assignee shall not be prevented from using or disclosing any Data:

- (20.1a) which Assignee can demonstrate by written records was previously known to it; or
- (20.1b) which is now, or becomes in the future, information generally available to the public in the form supplied, other than through acts or omissions of Assignee; or
- (20.1c) which is lawfully obtained by Assignee from sources independent of UW who were entitled to provide such information to Assignee; or
- (20.1d) which is required by law to be disclosed.

The obligations of Assignee under this section 20.1 shall remain in effect for five (5) years from the date of termination or expiration of this Agreement.

20.2 UW and Assignee each agree that all information contained in documents marked "confidential" and forwarded to one by the other (i) be received in strict confidence, (ii) be used only for the purposes of this Agreement, and (iii) not be disclosed by the recipient party, its agents or employees without the prior written consent of the other party, except to the extent that the recipient party can establish competent written proof that such information:

- a. was in the public domain at the time of disclosure;
- b. later became part of the public domain through no act or omission of the recipient party, it's employees, agents, successors or assigns;
- c. was lawfully disclosed to the recipient party by a third party having the right to disclose it;
- d. was already known by the recipient party at the time of disclosure;
- e. was independently developed by the recipient; or
- f. is required by law or regulation to be disclosed.

20.3 Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information. This obligation shall exist while this Agreement is in force and for a period of 3 years thereafter.

21. MISCELLANEOUS

21.1 The headings of the several articles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

21.2 This Agreement will not be binding upon the parties until it has been signed below on behalf of each party by a duly authorized representative.

21.3 No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed on behalf of each party by a duly authorized representative.

21.4 Except for the Confidentiality Agreement dated 6/29/99, which remains in effect, This Agreement embodies the entire understanding of the parties and shall supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

21.5 In case any of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, (i)such invalidity, illegality or unenforceability shall not affect any other provisions hereof, (ii) the particular provision, to the extent permitted by law, shall be reasonably construed and equitably reformed to be valid and enforceable and (iii) this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

21.6 Neither Assignee nor its Affiliates, Nor UW shall originate any publicity, news release or other public announcement, written or oral, relating to this Agreement or the existence of an arrangement between the parties, except as required by law, without the prior written approval of the other party, which approval shall not be unreasonably withheld.

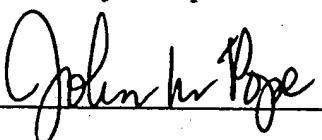
21.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.8 Nothing herein shall be deemed to constitute one party as the agent or representative of the other party or both parties as joint venturers or partners. Each party as an independent contractor.

IN WITNESS WHEREOF, both UW and Assignee have executed this Agreement, in duplicate originals, by their duly authorized representatives on the day and year hereinafter written.

The Blue Sky Group, Inc.

By:



Name: John M. Pope

Title: President

Date: 7/6/00

University of Wyoming

By:



Name: Daniel Baceari

Title: Vice President

Date: 7.6.00



ASSIGNMENT

THIS ASSIGNMENT OF INVENTIONS AND PATENT RIGHTS ("Assignment") is made and entered into as of this 6 day of July, 2000 ("Effective Date"), by and between joint inventors John Pope, of 1106 N. 11th, Laramie, WY 82070, Daniel Buttry, of 1305 Custer, Laramie, WY 82070, Shannon White, of 1609 Barnett, Laramie, WY 82070, and Robert Corcoran, of P.O. Box 3112, Laramie, WY 82070, respectively, ("Inventors") and THE UNIVERSITY OF WYOMING ("Assignee"), having its statewide office of its Research Products Center (RPC) at Education Annex Rm. 152 P.O. Box 3672 Laramie, WY 82071-3672.

WHEREAS, said inventors have jointly invented new and useful improvements in an invention entitled Single Component Sulfur based Cathode, for which an application was filed on January 31, 2000 and assigned serial No. PCT/US00/02445;

AND WHEREAS, said invention was partially developed at Assignee;

AND WHEREAS, said inventors, pursuant to University Regulation 641, Revision 3, are required to assign all right, title and interest in and to said invention, and in and to said application, unto The University of Wyoming corresponding to the research and work performed at Assignee;

AND WHEREAS, the right, title and interest in and to said invention, and in and to said application, corresponding to the research and work performed at Assignee, is a partial joint right, title and interest in and to said invention, and in and to said application;

AND WHEREAS THE UNIVERSITY OF WYOMING, organized and existing under the laws of the State of Wyoming, and having its statewide office of its Research Products Center (RPC) at Education Annex Rm. 152 P.O. Box 3672 Laramie, WY 82071-3672, is desirous of acquiring the partial joint right, title and interest, in and to said invention and in and to said application, and in any Letters Patent which may be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN THAT, for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and do hereby sell, assign and transfer unto said Assignee, its successors and assigns, a partial joint right, title and interest in and to the said invention as fully set forth and described in the specification forming a part of said application, and in and to said application, and in and to any and all Letters patent of the United States which may be issued thereon, and any and all Letters Patent which may be granted for said invention in foreign countries and under any International Conventions, for the use and benefit of said Assignee, its successors and assigns.

AND WE do hereby authorize and request, the U.S. Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be granted upon said application, or upon any utility, divisional, continuing, substitute, reissue or renewal application or applications, to said Assignee, as the assignee of the partial joint right, title and interest in and to the same, to the full end of the term for which said Patent or Patents may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

AND WE do hereby covenant and agree that at any time upon the request of and at the expense of assignee, properly to execute and sign without further compensation any power of attorney, assignments, applications or other papers which may be necessary fully to secure to said Assignee, its successors and assigns, the invention shown and described in said application in this or any foreign country, and also to sign any utility, divisional, continuing, substitute, reissue or renewal application or applications which may be desired by the owner of the Letters Patent or Letters Patents which may be issued for the said invention.

Executed this 6th day of July, 2000, at
Laramie, WY

Inventors' Signatures:

John Pope

Daniel Buttry

Shannon White

Robert Corcoran

State of Wyoming)
) SS:

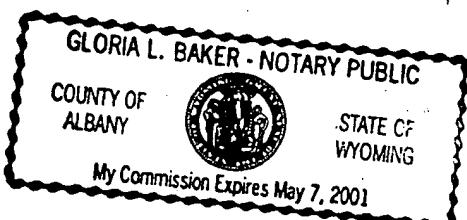
County of Albany)

Before me personally appeared said John Pope, Daniel Buttry, Shannon White
and acknowledged the foregoing instrument to be her free act and deed this 6th day of July, 2000. Robert Corcoran

(SEAL)

Gloria L. Baker
NOTARY PUBLIC

My commission Expires: May 7, 2001





ASSIGNMENT

WHEREAS WE, Shadon White, of 1609 Barrett, Laramie, WY 82070, John Pope, of 1166 N. 11th, Laramie, WY 82070, Daniel Butry, of 305 Custer, Laramie, WY 82070, and Robert Corcoran, of P.O. Box 312, Laramie, WY 82070, respectively, ("Inventors"), have jointly invented new and useful improvements in an invention entitled Single Component Self-Assembled Cathodes for which an application was filed on January 31, 2000 and assigned serial No. PCT/US00/02445;

AND WHEREAS The Blue Sky Group, Inc., a corporation organized and existing under the laws of the State of Wyoming, and having a place of business at 365 N. 9th Street Laramie, WY 82070, is desirous of acquiring the entire right, title and interest in and to said invention, and in and to said application, and in any Letters Patent which may be obtained therefor;

AND WHEREAS by an assignment dated July 6, 2000, Inventors assigned a partial joint right, title and interest in and to said invention, and in and to said application unto The University of Wyoming;

AND WHEREAS by an assignment dated July 6, 2000, The University of Wyoming assigned said partial joint right, title and interest in and to said invention, and in and to said application unto The Blue Sky Group, Inc.;

AND WHEREAS said partial joint right, title and interest in and to said invention, and in and to said application assigned by The University of Wyoming unto The Blue Sky Group, Inc., and the partial joint right, title and interest in and to said invention, and in and to said application herein assigned, together constitute the entire joint right, title and interest in and to said invention, and in and to said application, and in and to any and all Letters patent of the United States which may be issued thereon, and any and all Letters Patent which may be granted for said invention in foreign countries and under any International Conventions;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN THAT, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred, and do hereby sell, assign and transfer unto said Blue Sky Group, Inc., its successors and assigns, our partial joint right, title and interest in and to said invention as fully set forth and described in the specification forming a part of said application, and in and to said application, and in and to any and all Letters patent of the United States which may be issued thereon, and any and all Letters Patent which may be granted for said invention in foreign countries and under any International Conventions, for the use and benefit of said Blue Sky Group, Inc., its successors and assigns.

AND I do hereby authorize and request, the U.S. Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be granted upon said application, or upon any utility, divisional, continuing, substitute, reissue or renewal application or applications, to said Blue Sky Group, Inc., as the assignee of the entire right, title and interest in and to the same, to the full end of the term for which said Patent or Patents may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

AND I do hereby covenant and agree that at any time upon the request of and at the expense of assignee, properly to execute and sign without further compensation any power of attorney, assignments, applications or other papers which may be necessary fully to secure to said Blue Sky Group, Inc., its successors and assigns, the invention shown and described in said application in this or any foreign country, and also to sign any utility, divisional, continuing, substitute, reissue or renewal application or applications which may be desired by the owner of the Letters Patent or Letters Patents which may be issued for the said invention.

Executed this 6th day of July, 2000, at

Inventor's Signature:

Shannon White
Shannon White

John Pope

John Pope

Daniel Buttry

Daniel Buttry

Robert Corcoran

Robert Corcoran

State of Wyoming) ss:

County of Albany) ss:
Before me personally appeared said Shannon White, John Pope, Daniel Buttry, Robert
and acknowledged the foregoing instrument to be her free act and deed this 6th day of July, 2000.
Corcoran

(SEAL)

Gloria L. Baker
NOTARY PUBLIC
My commission Expires: May 7, 2001

